

Hello,

We thank you for choosing us. We confirm that we have processed your Purchase order.

Please check the following points:

- A. Requested shipping dates: The date at which the material will be invoiced. Based on transit time the material will reach your factory on or before delivery date mentioned in PO.
- B. Estimated shipping date: The date on which the material will be ready in our factory. If it is showing as blank, it means that there are old payments pending.
- C. Billing Address.
- D. Shipping address.
- E. GSTN number
- F. Product Name
- G. Quantity
- H. Price
- I. Tax calculations

Immediately contact [stin.orders@surtec.com](mailto:stin.orders@surtec.com) for any changes. The "delivery date" specified above is non-binding and does not represent a binding commitment to the time of performance.

## **GENERAL TERMS & CONDITIONS**

*(Applicable to Order Acknowledgement against Purchase Order)*

### **1. Price, Offer and Acceptance**

The sale of products ("Products") by SurTec Chemicals India Private Limited ("STIND") are exclusively governed by these terms. A price quote by STIND supersedes all prior agreements. Prices quoted are valid for thirty (30) days. STIND reserves the right to increase any price in the event of increased costs beyond STIND's reasonable control including, without limitation, energy, labor, government tariffs, and raw material costs. When Buyer issues a purchase order or accepts the Products, Buyer accepts these terms, and any additional terms proposed by Buyer are expressly rejected unless agreed to in writing.

### **2. Payment Terms**

- 2.1. Payments shall be made through electronic mode like NEFT/RTGS to the specified company bank account only.
- 2.2. Unless otherwise specified, payment shall be due within **thirty (30) days** from the invoice date.
- 2.3. Any delay beyond the agreed credit period shall attract interest at **18% per annum**, calculated from the due date until realization.
- 2.4. STIND may, among other remedies, terminate this Contract or suspend further deliveries if Buyer fails to make payment when due. STIND reserves the right to require full or partial payment in advance based on STIND's opinion of Buyer's financial condition. All payments shall be made without offset.

### **3. GST and Statutory Compliance**

- 3.1. The GST invoice shall be issued along with the consignment or forwarded through the transporter. The Buyer shall be responsible for collecting and safeguarding the GST invoice.
- 3.2. STIND uploads invoice details to the GST portal on a monthly basis. The Buyer is responsible for periodically verifying the same.

3.3. STIND shall not be liable for loss of GST input tax credit arising from delays or omissions on the part of the Buyer.

#### **4. Delivery, Transit & Insurance**

- 4.1. Any damage or shortage observed during transit must be clearly endorsed on the Lorry Receipt / Delivery Docket at the time of receipt.
- 4.2. The Buyer shall inspect the goods immediately upon delivery and notify STIND in writing within **24 hours** of receipt in case of suspected damage.
- 4.3. Claims for transit damage without proper endorsement on the Lorry Receipt / Docket shall not be entertained.
- 4.4. STIND shall arrange transit insurance up to delivery. Upon acceptance of goods, responsibility for insurance shall rest solely with the Buyer.
- 4.5. STIND may make delivery in installments, each of which may be separately invoiced. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining installments. STIND will use reasonable efforts to deliver Products on time but will not be liable for any expenses or damages incurred as a result of late delivery.
- 4.6. In the event of any general increase in freight costs or any ruling affecting freight rates, STIND may, at its option, increase the price for the Products to reflect such additional freight costs without advance notice.

#### **5. Product Acceptance & Liability**

- 5.1. The products supplied shall conform to the specifications agreed between the Buyer and STIND.
- 5.2. The Buyer must notify STIND of any non-conformity within **15 days** of receipt of goods.
- 5.3. Upon acceptance of the goods, all risks and title shall pass to the Buyer. No claims relating to quality, specification, warranty, or fitness for purpose shall be entertained thereafter.
- 5.4. No warranties, express or implied, including warranties of merchantability or fitness for a particular purpose, shall apply beyond those expressly agreed in writing.
- 5.5. STIND shall not be liable for any indirect, incidental, or third-party damages.

#### **6. Indemnity & Limitation of Liability**

- 6.1. The Buyer shall indemnify, defend, and hold harmless STIND against all losses, liabilities, claims, damages, costs, and expenses (including reasonable legal fees) arising from: breach of representation or obligations by the Buyer.
  - violation of applicable laws.
  - negligence or willful misconduct by the Buyer.
- 6.2. STIND's total aggregate liability, if any, shall be strictly limited to the **invoice value of the goods supplied**.

#### **7. Force Majeure & General Conditions**

- 7.1. STIND shall not be liable for failure or delay in performance due to events beyond its reasonable control, including but not limited to natural calamities, unavailability of materials, fire, floods, war, labor disturbances, government restrictions, or transport disruptions.
- 7.2. Delays caused by transporters shall not be attributable to STIND.
- 7.3. Any discrepancies in documents or quantities must be reported in writing within **7 days** from receipt of goods to the concerned sales representative of STIND.

- 7.4. Rejection of goods due to non-conformity must be communicated within **15 days** of receipt, along with a detailed rejection report.
- 7.5. Rejected goods shall be returned only upon written authorization from STIND and with all statutory documents.
- 7.6. Free replacement or rectification shall be subject to receipt of rejected material at STIND's warehouse.
- 7.7. Loss of GST credit due to non-compliance with return procedures shall be borne by the Buyer.

## **8. Confidentiality**

Buyer agrees that all formula and technical information relating to the Products are confidential and proprietary to STIND. Buyer is purchasing the Products solely for use in manufacturing processes and not for analysis, reverse engineering, resale, or distribution to third parties. Buyer will not disclose any proprietary information to any other person.

## **9. Patent Infringement**

STIND will defend or settle at its sole expense any third-party claim against Buyer alleging that the use of the Products infringes a patent or copyright, provided (a) the alleged infringement does not arise from Buyer's specifications or modifications, (b) STIND receives prompt written notice of such claim, and (c) Buyer provides STIND with all information available to the Buyer for the defense and cooperates with STIND and does not take a stand adverse to STIND. STIND's liability is limited to the acquisition of a license, replacement of Products, or a refund.

## **10. Restricted Use**

The products supplied shall not be used for:

- applications involving direct contact with the human body unless explicitly approved.
- nuclear power or reprocessing facilities.
- activities restricted under export control or anti-terrorism regulations.
- manufacture of weapons or products intended to cause harm.

## **11. Product Information**

The Buyer is advised to refer to the **Product Data Sheet (PDS)** and **Material Safety Data Sheet (MSDS)** for detailed product information and safe handling instructions.

## **12. Governing Law & Jurisdiction**

All disputes arising out of or in connection with the Order Acknowledgement shall be subject to the **exclusive jurisdiction of the courts at Bangalore** and governed by the laws of India. Any action against STIND must be commenced within one (1) year after the cause of action has accrued. Buyer shall be obligated to STIND for all costs and expenses incurred by STIND in collecting any amounts not timely paid.

## **13. Entire Agreement and Severability**

This Agreement constitutes the entire agreement and cannot be modified except by a new written agreement. If any provision of this Contract is unenforceable, invalid or illegal, the remaining provisions will remain in full effect.